

Dairy Industry
Milk Route
Drivers Wholesale

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN & HELPERS
OF AMERICA

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RESEARCH DEPARTMENT
Research Department -
Wholesale Milk Routemen



TO: Teamster Local Unions Representing Wholesale Milk Route Drivers

This report is restricted to wholesale milk routemen. It was prepared at the request of several Teamster dairy locals to answer the following questions:

- (1) Do Teamster milk contracts set limits on the number of hours per day or per week to be worked by wholesale milk routemen?
- (2) If so, what are these maximum daily or weekly hours limits?
- (3) Is overtime paid for work in excess of these daily or weekly hours limits, and at what rate?

This report is based upon a study of all Teamster fluid milk delivery contracts on file at the International Union. These contracts were analyzed to determine whether they fix daily or weekly maximum hours for wholesale routemen and/or whether they specify overtime pay for work beyond these limits.

These provisions are presented in this report, each summarized by a brief headnote.

To round out the specific contract clauses dealing with maximum hours and overtime pay, we have also included the following items where available: Premium pay for work on a routeman's day off; starting and off-street times; load limits; and type of delivery system (that is, 5 day-dropout; 5 day-swing man; 6 day; etc.).

Each contract provision included in this report is identified by local union, company, and effective and expiration dates.

Although most of the several hundred contracts analyzed provide that routemen are to be paid on a commission basis, some, principally on the West Coast, provide for payment on a straight hourly basis, without commissions.

Rec. for filing 2/9/62

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The hours and overtime pay clauses in this report were therefore divided into two groups: (1) those applicable to commission-paid route drivers, and (2) those applicable to hourly-paid route drivers.

It should be pointed out that although all of these clauses establish maximum daily or weekly hours of work, a number fail to provide for overtime pay for work in excess of these hours. Some in this group specify that routes shall be cut in order to stay within the hours limits; others provide overtime pay only for work on the driver's day off; and still others are completely silent on whether overtime is paid for exceeding the maximum hours specified.

In view of the widespread interest in this particular issue and the large number of contracts surveyed, this study has been duplicated for distribution to all our Teamster locals having contracts in the fluid milk industry. I hope you find it helpful.

Please let me know if I can be of any further assistance.

Fraternally yours,

Abraham Weiss
Abraham Weiss
Director of Research

February 1962

DAILY AND WEEKLY
MAXIMUM HOURS
and
OVERTIME PROVISIONS
for
WHOLESALE MILK ROUTE DRIVERS

TEAMSTER CONTRACTS

Research Department
International Brotherhood
of Teamsters
Washington, D. C.

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February, 1962

I

WHOLESALE COMMISSION ROUTEMEN

A. OVERTIME PAID FOR WORK IN EXCESS OF SPECIFIED DAILY OR WEEKLY HOURS

1. 1½ over 40 sixth consecutive day, and work done other than on route.
No Sunday deliveries. Routemen's work time defined.

Section 1: It is agreed by the parties hereto that for route drivers the hour for leaving the dairy or barn on the routes in the morning shall be not before 5:30 A.M.

Any employee violating this provision shall be violating this Contract; and upon proper proof of violation, he shall suffer a fine of Twenty-Five Dollars (\$25.00), to be paid to General Teamsters, Chauffeurs and Helpers Union, Local No. 298. The only exception to this will be for personal reasons; such as employee having to attend a funeral or have personal business that must be taken care of early, etc. - and only then with prior approval, in writing, signed by the Steward of the barn.

Section 1: The work day shall consist of eight (8) hours. The work week shall consist of forty (40) hours. Any time spent in the service of the Employer, in excess of eight (8) hours per day or forty (40) hours per week, shall be paid for at one and one-half (1½) times the regular rate of pay. Any time worked on the sixth (6th) consecutive day shall be paid for at time and one-half (1½), except as provided in the Appendix to this Agreement with respect to truck drivers.

It is understood that employees should not be paid for any time in excess of the regular work week in any week, unless that work, in excess of the regular work week, has been authorized in advance by the Employer. However, all employees shall be guaranteed forty (40) hours per week. It is not intended that the Employer cannot reduce the working force when necessary.

Section 2: For routemen, time spent at the dairy loading, unloading, collecting, and checking in shall be considered as time worked and as a part of this job. One and one-half (1½) times the regular rate shall be paid for any work done, other than on the route.

For routemen, a day's work shall be such time as required to do their work, but not to exceed eight (8) hours per day. For such employees, a week's work shall be the same as set forth under Section 1 in this Article.

(IBT Local 298 - LaPorte County Dairies and Milk Distributors,
5/1/61 - 5/1/64.)

2. 8-hour day, 5-day, 40-hour week. Two 10-minute breaks per day.

15 over 8 hours, 2 x after 9 hours. Starting time specified.

EOD. 7-day delivery and 5-day work week. 6 day, no Sunday delivery.

This Agreement drawn up on an every-other-day, seven (7) day delivery.

It is Agreed:

1. Time clocks and time cards must be used to provide an accurate and complete record of all time worked. Time cards to be made available to the Union upon request. No employee shall record or be asked to record times other than those which show the following:

(a) Starting time

No retail or combination driver-salesman shall commence or be required to commence work before 6:30 A.M., nor make deliveries before 7:00 A.M.

No wholesale driver salesman shall commence or be required to commence work before 4:30 A.M., nor make deliveries before 5:00 A.M.

(b) Finishing Time

Provided that an employee shall not be deemed to have completed his day's work until he has completed all duties required of him by the Company, and without limiting the generality of the foregoing, until he has unloaded his truck, refueled and checked his truck, balanced his daily load sheet or other records of goods supplied and sales made, completed any other necessary records, and attended at any meeting or interview called or requested by the company.

(c) No Driver Salesman shall perform work of any nature prior to recording his starting time nor after recording his finishing time.

(i) Each driver salesman shall be entitled to a ten (10) minute break in the forenoon and afternoon.

All wholesale driver salesmen shall work an eight (8) hour day and the principle of a five (5) day, forty (40) hour work week.

In the event that any of these wholesale driver salesmen completes his work in less than eight (8) hours in any one day, he shall be deemed to have worked eight (8) hours on that day.

The overtime rates of pay shall apply to all time worked in excess of eight (8) hours in any one day.

All time worked in excess of eight (8) hours and up to nine (9) hours shall be paid for at one and one half (1½) the hourly rate. All time worked in excess of nine (9) hours per day shall be paid for at double time.

All sums earned by way of overtime shall be paid for in the pay period following that in which they were earned.

9. This Sub-Clause shall only apply to Wholesale Driver Salesmen and Reliefmen.

The following schedule is based on a five (5) day work week, six (6) day, no Sunday delivery.

Work 12 days - 3 days off, then work 18 days - 3 days off.

Days off shall be alternately:

- (a) Monday, Tuesday, Wednesday
- (b) Thursday, Friday, Saturday.

(IBT local 464 - Vancouver Poly-Party Fluid Milk Agreement, 4/1/60 - 3/31/62.)

3. 5 day work week 6 day delivery 1 1/2 over 40 hours (except new employees) and over 35 hours in 4-day work week. Call-backs after return to plant paid at specified hourly rate. Starting time specified. Exceptions to no-Sunday delivery listed. No doubling up of routes unless paid for. 3 days pay for serving 2 routes.

2. During the period of this Agreement five (5) days shall constitute a work week.

The Employer agrees to continue present method of (6 days) wholesale deliveries during the life of this Agreement.

Retail routes to operate on a six (6) day basis -- no Sunday deliveries -- one half of route to be served Monday, Wednesday and Friday only, and the other half to be served on Tuesday, Thursday and Saturday only.

3. When a route foreman, swing man, driver or helper has completed his regular routine work, he shall return to the plant and shall not be required to leave said plant in the performance of any other or additional assignment but shall complete his regular work and check out. After a wholesale routeman has fully completed his work and has returned to the plant, any reserve service involving his return to his route shall be compensated at \$3.41 per hour (\$3.55 after June 7, 1961), wholesale route foreman \$4.05 per hour (\$4.19 after June 7, 1961) and wholesale swing man \$3.66 per hour (\$3.80 after June 7, 1961).

4. Daytime delivery service, retail and wholesale, that no retail or combination retail and wholesale route shall leave the plant of the distributor earlier than 7:00 A.M., not later than 1:00 P.M. and that no wholesale route or special delivery shall leave the plant earlier than 4:30 A.M. When an unusual condition occurs, routes affected by the unusual condition may leave the dairy two (2) hours earlier than provided herein, provided there is mutual agreement between the parties hereto.

Any employer who is awarded a contract to serve any of the Armed Forces may have routes serving such contracts leave the dairy in time to make deliveries as specified in the Government contract. It is distinctly understood that such routes shall not serve any other stops other than Armed Forces earlier than one-half hour after the leaving time for wholesale routes specified in this Working Agreement. Notice of such routes shall be posted on bulletin board.

On the day before Christmas, wholesale routes may leave the plant at 2 A.M., and on Christmas Day only, credit will be given for time not worked, for purposes of computation of overtime. Retail routes may leave the plant as early as 5 A.M. on Christmas Day.

5. Any route foreman, swingman, retail or wholesale driver, or helper who works more than 40 hours in any one week, excluding meal time, not to exceed 45 minutes per day, shall receive overtime pay for all time worked in excess thereof, as provided in the wage scale.

6. Any employee covered by Section 5, who works in excess of 35 hours during a week in which he has worked four days only, shall be paid at time and one-half rate for time worked in excess of 35 hours. The application of this section will be limited, however, to not more than once in any pay adjustment period, and shall not apply when less than four days are worked in any week.

7. The overtime provision does not apply to new routemen, swingmen, or foremen for 90 days after date of employment, provided regular assignment is given within ten days after date of employment, otherwise he will be entitled to overtime pay after the tenth day of employment. It is understood that for members changing from one employer to another (experienced routemen) this overtime arrangement will apply for the first fifteen days of employment only.

8. No milk routes are to be doubled up on any day unless the driver is paid the day's pay. On holidays no additional stops from another route shall be placed on any regular route.

9. No wholesale route shall operate on Sundays, except to serve the armed forces, hospitals, and railroads.

14. Employees serving two complete routes shall receive three days' pay. Employees serving part of one route and part of another route shall receive straight time for time spent on first route and double time for time spent on second route.

15. Compensation for overtime worked shall be computed according to the following table:

15 minutes credit for 8-22 minutes inclusive for OT worked.

30 minutes credit for 23-37 minutes inclusive for OT worked.

45 minutes credit for 38-52 minutes inclusive for OT worked.

60 minutes credit for 53-60 minutes inclusive for OT worked.

ARTICLE XXV. 1. All employees except route foremen, covered by this Agreement, shall be assigned two regular days off each week. However, route foremen are to have two days off each week.

(IBT Local 246 - Dairy Companies, 6/9/60 - 6/6/62.)

4. 4 Hours per day average, 5 day work week. Work day defined. Specified monetary rate for overtime. 6-day delivery except holiday week. Starting and off-street time listed. Extra pay if route exceeds maximum load limit in 7-day period. Double time if deliveries to other than own customers exceed 5 hours per day.

A. Hours Work Per Day: No operator of a wholesale route shall be required to work more than an average of nine (9) hours per day worked in any regularly scheduled work week, exclusive of one (1) hour per day for meals.

Time is to be computed from the time he takes his vehicle from the garage until he has completed his route and checked in. No driver-salesman shall be required to report to work, for the purpose of loading more than thirty (30) minutes before the time necessary to leave the plant to start deliveries.

Should any driver be required to report to a dairy for the purpose of assembling of orders to complete a load sheet, such time shall be included in hours worked.

A driver-salesman shall perform only duties required of the route assigned to him and when he has completed such duties he shall return to the plant and shall not go out and deliver again on that day, except as provided for in Article 4. Sec. H. Para. b. (Special Deliveries).

B. Split Work Day: No employee shall be compelled to work split days; work hours shall run consecutively. However, if full time is not available for any one employee, he may be given such other part time work as may be available, and in such event be paid at the rate of such part-time job.

C. Days Work Per Week: All wholesale driver-salesmen, relief drivers and foremen coming under the jurisdiction of this Agreement shall be entitled to two (2) days off in each seven (7) day period.

E. Penalty Pay For Weekly Overtime: In addition to all other amounts specified herein, the Employer shall pay a penalty of two dollars (\$2.00) per hour for each hour worked by a driver-salesman in excess of the total weekly hours specified in "A" above.

F. Territory Rights: Wholesale drivers shall deliver all dairy products to recognized wholesale stops in his given territory except as otherwise provided in this Article. The purpose of this provision is to establish definite areas for each wholesale driver, thus eliminating overlapping of territories. It is understood that there may be exceptions to this article, but before such exceptions are recognized it is agreed that each case will first be called to the attention of the President and Secretary-Treasurer of Local No. 336.

G. Deliveries In Other Territories: Any wholesale driver making a delivery to any customer or customers, in addition to his regular customers in any one day, shall be paid full commission on all deliveries made that day. However, should any wholesale driver delivering any customer or customers other than his own customers in any one day, exceed five (5) hours of working time, he shall be paid Double Base Pay, plus the above stated commission for that day.

F. Time of Delivery: No Wholesale Driver shall start to load before 3:00 A.M. No Wholesale deliveries shall be made before 4:00 A.M. All Wholesale trucks must be off the streets before 6:00 P.M.

However, if some undue hardship results to any employer on wholesale deliveries because of the above starting time, such employer may present his claim to a joint committee as provided in Article 14.

1. Any wholesale driver who violates the above mentioned provisions shall be subject to the following penalties:

1st offense -- 1 day off.

2nd offense -- 1 week off.

3rd offense -- 6 months off and loss of seniority.

2. Iceing of milk and dairy products shall be permitted on outside drop-offs only.

G. Days of Delivery: All wholesale routes shall operate on a six-day per week basis except the weeks that the six legal holidays referred to in Article 4, Section 1, occur. There shall be no regular wholesale deliveries on Sundays. The penalty for such violation is the payment by the employer of \$5.00 for each customer served. If a violation is committed by a union member, other than one referred to in Article 1. C, the penalty shall be paid to such union member. If a violation is committed by anyone other than indicated above, the penalty shall be paid to the Dairy Union Employees' Benefit Fund. Exceptions stated in Article 4, paragraph C. (IBT Local 336 - Wholesale Milk Agreement, 12/1/61 - 12/1/62.)

5. Average of 11 hours per day. 5 day work week, 6 day delivery, \$2 per hour for overtime except for first 30 days for new employees. Starting and off-street times specified. Extra pay if route exceeds maximum weekly load limit. Double time if deliveries to other than own customers exceed 5 hours per day.

A. Hours Work Per Day: No operator of a wholesale route shall be required to work more than an average of eleven (11) hours per day worked in any regularly scheduled work week exclusive of one (1) hour per day for meals. Time is to be computed from the time he takes his vehicle from the garage until he has completed his route and checked in. No driver-salesman shall be required to report to work, for the purpose of loading more than thirty (30) minutes before the time necessary to leave the plant to start deliveries. A driver-salesman shall perform only duties required of the route assigned to him and when he has completed such duties he shall return to the plant and shall not go out and deliver again on that day, except as provided for in Article 4, Sec. H, Para. B. (Special Delivery).

H. Split Work Day: No employee shall be compelled to work split days, work hours shall run consecutively. However, if full time is not available for any one employee he may be given such other part-time work as may be available and in such event be paid at the rate of such part-time job.

C. Days Work Per Week: All wholesale driver-salesmen, relief drivers and foremen coming under the jurisdiction of this Agreement shall be entitled to two (2) days off in each seven (7) day period.

E. Penalty Pay For Weekly Overtime: In addition to all other amounts specified herein, the Employer shall pay a penalty of two dollars (\$2.00) per hour for each hour worked by a driver salesman in excess of the total weekly hours specified above.

1. However, this penalty pay shall not be applicable to new employees for their first thirty (30) days of employment on a regular route, nor shall it apply to men hired for summer vacation periods only.

2. Should any undue or unfair hardship result to any Employer as a result of the penalty pay provisions, due to an act of God, or for any other bonafide reasons, such Employer may present his claim to a joint meeting of the Committee as provided for in Article 13. If such hardships are established, an exception may be granted on the payment of penalty pay.

F. Time Clocks: Time clocks and time cards with the employees name and number shall be in each plant, and in a satisfactory location for the purpose of determining hours worked. A Business Representative of the Union shall be permitted to examine any time cards as to the number of hours worked.

E. Load Limits: The scale of wages as set forth in Par. A. of this article shall apply to a wholesale route selling up to and including 3,000 units per day average of 18,000 units in any one calendar week. If any route exceeds the maximum, the Employer shall pay in addition to the regular scale, one cent (1¢) per unit for all units in excess of 18,000 per week. When loads of more than 3,000 units per day average exceed 18,000 units per calendar week consist in part of Government Institutions requiring competitive bidding, Private or Public Schools, non-profit operating Hospitals, Steamship Lines, seasonal Ice Cream Mix stops or irregular purchases of dairy products for manufacturing purposes then such volume of units shall not be computed in the payment of the one cent (1¢) per unit additional compensation.

G. Deliveries In Other Territories: Any wholesale driver making a delivery to any customer or customers in addition to his regular customers other than his own customers in any one day, shall be paid full commission on all deliveries made that day. However, should any wholesale driver delivering any customer or customers other than his own customers in any one day, exceed five (5) hours of working time, he shall be paid Double Base Pay, plus the above stated commissions for that day.

F. Time of Delivery: No wholesale deliveries shall be made before 5:00 A.M. All wholesale trucks must be off the streets by 7:00 P.M. However, if some undue hardships result to any Employer on wholesale deliveries because of the above starting time, such Employer may present his claim to a joint meeting of the Committee of the Employers and the Union provided for in Article 14. If such hardships are established, an exception may be granted on delivery time. Any such exception granted is for no longer than the duration of this Agreement.

G. Days of Delivery: All wholesale routes shall operate on a six-day per week basis. There shall be no regular wholesale deliveries on Sundays. The penalty for such violation is the payment by the Employer of \$5.00 for each customer served. If a violation is committed by a Union member, other than one referred to in Article 1 C, the penalty shall be paid to such Union member. If a violation is committed by anyone other than indicated above, the penalty shall be paid to the Dairy Union Employee's Benefit Fund.
(IBT Local 336, Lorain County Wholesale Dairy Agreement, 3/31/60 - 3/61/62.)

6. 1½ after 40 on a 5-day work schedule, 1½ after 48 on 6-day work schedule.
No Sunday deliveries.
There shall be no deliveries of milk on Sundays (both wholesale and retail).

All driver-salesmen and route foremen shall, at each company, determine by a majority vote whether all driver-salesmen and route foremen shall

- a. Work five (5) days in every seven (7), with two (2) days off each week (Sunday and one other day)

or

- b. Work six (6) days each week for five (5) weeks and then have a full week off.

If the employees choose to work five (5) days in seven (7), as outlined in "a" above, all hours worked in excess of forty (40) hours during the five (5) regularly scheduled work days in any work week shall, if proven necessary, be paid at the rate of one and one half (1½) the hourly base wage rate.

If the employees choose to work on a six (6) week cycle as mentioned in "b" above, all hours worked in excess of forty-eight (48) hours during the six (6) regularly scheduled work days in any work week shall, if proven necessary, be paid at the rate of one and one half (1½) the hourly base wage rate.

(IBT Local 229 - Milk Dealers of the Scranton Area, 11/16/59 - 11/15/62.)

7. 5 day work week. 1½ after 4 elapsed hours per day, including 1 hour lunch period. Specified monetary overtime rate. No driver to run more than one route in day. Drivers restricted to own type of route.
Section D. The work week for wholesale salesmen shall be five days per week. All work performed after nine hours per day shall be paid for at the rate of time and one-half. A lunch period not to exceed one hour shall be included in the nine hour day. Salesmen on wholesale routes shall have the equivalent of two days off per week.

Overtime pay shall be computed on the basis of \$50.00 for 40 hours per week.

No salesman member of the Union is to run more than one route in any one day except in case of a breakdown or sickness.

The Employer will be responsible for collections on all accounts with exception of those accounts where drivers are notified not to extend credit.

No retail driver shall be allowed to deliver wholesale milk, and no wholesale driver shall be allowed to deliver retail milk, except in such cases that are approved by the Union.

(IBT Local 144 - Dairies, 5/2/61 - 5/1/63.)

8. 40 hour week 8½ hour day (includes half hour lunch period). 1½ after 40. Delivery time specified.

Article 36. Hours for wholesale men. Forty (40) hours shall constitute a week's work for routemen, route riders, special delivery men and extra men serving non-commission wholesale trade. Each man's time to report and time to unload shall be scheduled so that he can finish his day's work in eight and one-half (8½) hours after he commences his day's work. Each man's time shall be recorded on time card by time clock when he reports and finishes his day's work in make-up room, starting time to be governed by schedules. Non-commission route men to be allowed to pull in when their routes are properly served. One-half hour shall be allowed for lunch.

Article 37. Wholesale men to receive time and one-half for all hours worked in excess of 40 hours in any week. Overtime after 42½ hours. Overtime on basis of 40 into base pay. In case of breakdown, accident or delay beyond his control the Union agrees that the Employer shall be allowed reasonable tolerance in the enforcement of these provisions for overtime compensation.

Article 38. Members working forty (40) hours per week, if requested by the Employer to drive trucks to safety lane for inspection must do so within forty (40) hours scheduled work week.

Article 39-A. Hours of Delivery -- Retail Deliveries. On week days, loading to begin as required, deliveries and leaving barn to start at 6:00 A.M., except on legal holidays, except Lincoln's or Washington's Birthday and Armistice Day, when vehicles shall start any time in the morning that business may require. Unloading facilities to be ready at 1:30 P.M. week days and 9:00 A.M. holidays. Vehicles to be scheduled off the street 3:30 P.M. week days and 12:00 P.M. on holidays.

Wholesale Deliveries. Deliveries by store trucks to be the same as retail on week days. All wholesale and store trucks to be scheduled off the street no later than 1 P.M. on holidays. Trade in the territory bounded on the north by North Ave., or on the west by Western Ave., on the south by Cermak Road, (both sides of the street included) shall not be regulated by the rules prescribed above, but shall be supplied from any time in the morning that the business may require until 12 o'clock noon. All vehicles must be out of the district by 1 P.M.

All questions pertaining to hours of seasonal changes in delivery shall be referred to a committee from the Employers and the Union. The decision to be binding on both parties to this contract, except in case of breakdown or delay beyond their control.

The Employer agrees that he will enforce the provisions of this Article except in case of breakdown, accident or delay beyond his control.

Article 39-B. It is agreed that no relays of merchandise shall be made on store wholesale routes to trucks or stores at any time. All deliveries shall be made into the dairy case or cooler by the driver without any help or assistance.

Members shall not operate trucks carrying such loads which would endanger their own safety or that of the public. Trucks shall be properly loaded so that the driver can work safely out of same.

(IBT Local 753 - Chicago Milk Dealers, 5/1/61 - 5/1/63.)

9. 5 day, 44 hour work week. 1 1/2 for work outside these limits. Reopening on wages and hours if milk delivery curtailed. No delivery on Sunday and Wednesday.

The working hours of all Employees covered by this Agreement shall be:

- (a) Drivers on Commission Basis: 1. Five (5) days work per week, forty-four (44) hours per week. 2. There shall be no milk delivery on Sunday nor Wednesday, and Sundays and Wednesdays shall be days of rest except in the event of Christmas or New Year's Day falling on a Saturday, Monday, Tuesday or Thursday, when deliveries shall be made on the Sunday or Wednesday. 3. No retail route salesman shall be expected to report for duty before 6:30 A.M., nor shall any retail truck or wagon be permitted to leave the premises before 7:00 A.M.
(b) All Other Employees: 1. Five (5) days, forty (40) hours work per week.
(c) Overtime: All hours worked in excess of those as set forth in (a) and (b) of this Article shall be deemed as overtime and paid at the rate of one and one-half (1 1/2) times the Employees rate of pay.
(d) In the event that a further curtailment of delivery of milk comes into being during the life of this Agreement, Article no. 5 - Hours of Work and Article no. 6 - Wages and Classifications, shall be re-opened for further negotiations at once.
(IBT Local 987 - Central Alberta Dairy Pool, 11/1/60 - 10/31/62.)

10. 45 hour week includes meal periods. 5 day work week, 5 day delivery. Work time defined. Overtime paid at fixed hourly rate, specified exceptions. Minimum monthly guarantee. Rate for work on day-off 3/4 of monthly earnings.
Routemen. It is understood and agreed all retail milk route salesmen, wholesale milk route salesmen, ice cream salesmen, relief route salesmen, extra men, vacation men and government route salesmen shall work a five (5) day week. The above does not apply to any Over-The-Road, Relay, Tanker, Inter-Plant and Company-Owned Country Store Drivers.

All commission country route drivers, wholesale route drivers, combination route drivers and ice cream route drivers shall have the same day in the week designated as their day off in addition to Sunday as a day off.

The continuation of the present system in effect of rotating days off for retail commission drivers shall continue.

The day off is to be designated by the Employer who agrees to post, at least three (3) days prior to the beginning of the work week, the days off for drivers for the following week.
Any change in the work week schedule shall be posted three (3) days prior to the beginning of the work week.

In the event a routeman is required to work on his day of rest, he shall receive three-fourths (3/4) of his earnings for the month in which the day off should have been taken, in addition to his monthly earnings.
Routemen will be paid for working their day of rest on their pay check each month and will not be carried over to accumulate.
There shall be no pyramiding of overtime pay.

Route Drivers' Work Week and Overtime. All route drivers who are working on a commission basis shall have an established work week of forty-five (45) hours per week which includes meal periods.

All such route drivers will be required to punch a time clock when they begin work and when they complete their work for the day.

All loading and unloading, checking in time and book work at the office, will be considered as hours worked.

The Employer shall be the sole judge in the management of trucking operations pertaining to dairy products and the location to which they shall be delivered.

Overtime -- All Commission Wholesale and Ice Cream Drivers. In the event the Employer determines that there is any unwarranted overtime for which payment should not be made, (herein called unpaid overtime), the following procedure will be used:

- (a) Within ten (10) days after the close of any pay period, the Employer shall advise the Union in writing and suggest a date when the Union and Employer shall jointly conduct an investigation to determine whether such unpaid overtime should in fact be paid.
- (b) The Union agrees to exercise all reasonable efforts in cooperation with the Employer to determine overtime shown on any employee's time card is warranted and to assist the Employer in the elimination of all unwarranted overtime.
- (c) The Employer shall not be required to list on the report of unpaid overtime the following:
 1. All new inexperienced routemen for the first eight (8) week period. Any employees (experienced or inexperienced) will receive no overtime for the first eight (8) weeks beginning from the date he begins pulling the new route.
 2. Any employee operating a route which Union and Employer have agreed in writing is not an overtime route.
 3. Any employee whom the Employer and Union have agreed in writing shall receive no overtime.
 4. In determining overtime on any given route, not more than one (1) hour per day shall be allocated to personal time for the employee. Personal time shall mean lunch period, coffee time, and any other time the employee may spend on the route for his own personal benefit.

The hourly rate for overtime hours worked shall be paid as follows:

	<u>Effective</u>	<u>Effective</u>
Wholesale	4/1/60	4/1/61
	\$2.45	\$2.60
Ice Cream	2.54	2.60

Wholesale Milk Route Salesmen (Denver) -- effective June 1, 1960:
All types of Wholesale Milk Route Salesmen shall be paid on a commission basis. Such routes shall be delivered on a five (5) day week.

All Commission Wholesale Drivers shall not be permitted to mark the price on any commodity sold to any customer.

All Commission Wholesale Drivers shall be guaranteed:

	Per Month	Overtime Rate
Eff. April 1, 1960	\$425.00	\$2.45
Eff. April 1, 1961	\$450.00	2.60
(IBT Local 537 - Associated Milk Dealers of Denver, 4/1/60 - 4/1/64.)		

11. 9 consecutive hours per day includes loading, checking and 30 minutes lunch period 1½ over 9 hours for wholesale drivers delivering 2 days' supply under specified conditions. 5 day work week. Starting and off-street times.

VII. D. Driver-Salesmen: Driver salesmen shall work nine (9) consecutive hours per day, this is to include loading out, checking in, and thirty (30) minutes for lunch. Retail driver-salesmen shall be entitled to overtime pay at the straight time rate on the following basis: The Union shall have the privilege of calling to the attention of any Employer the fact that a particular retail driver-salesman is working excessive hours (in excess of forty-five per week including lunch period) and the Company shall rearrange the route or take whatever other steps are necessary to reduce the excess hours within a period of fifteen days, if adjustment is not made by the expiration of the fifteen days overtime at the straight time rate shall be paid on such route for all hours in excess of forty-five per week (including lunch period) after such fifteen-day period. Route salesmen shall be allowed to unload their returns and settle their accounts as soon as their routes are finished. This shall constitute a day's work. Any milk driver who has completed his regular work and is asked to make one or more special deliveries shall be paid time and one-half for the time spent on such deliveries.

VII. E. Driver Salesmen on "In" Days: Wholesale drivers who deliver two days' supply of dairy products because their route is to be 'in' on the following day or was "in" on the previous day, shall receive overtime pay for all hours worked in excess of nine hours (including ½ hour for lunch) providing they had worked a total of thirty-six (36) hours, including lunch time, during the other four days of that regular work week. The Employer shall load wholesale trucks provided the wholesale driver is working overtime.

XIII B. Return to Plant: Retail and Wholesale driver-salesmen (except special delivery drivers) shall be back at the plant not later than 3:45 P.M. (Wholesale driver-salesmen starting before 6:00 A.M. not later than 2:45 P.M.) except in cases of emergency. Special deliveries shall not be made after 6:00 P.M.
(IBT Local 471 - Milk Dealers of Minneapolis, Minnesota, 5/1/60 - 4/30/62.)

12. 40 hour week, 9 hours average per day. Routes not run in 9 hours per day or 54 per week to be adjusted in 20 days, or 1/2 paid. Starting time specified. Work time defined.

Section 1. All Salesmen. Forty-eight (48) hours shall constitute a week's work, nine (9) average working hours per day from the time of leaving the platform to the time the truck is unloaded, plus twenty minutes for checking in, but excluding one (1) hour daily for a lunch period, with the privilege of completing such work on Holidays as soon as practical to do so with an efficient operation of the route.

Retail, combination and wholesale milk routes that cannot be conveniently run in nine (9) average hours work per day or fifty four (54) working hours per week as agreed by the regular driver, supervisor, and route foreman are to be adjusted within twenty (20) days by the Company so as to reduce the hours to fifty-four (54) hour week; if not adjusted within this time period, time and one-half shall be paid after fifty four (54) hours per week until change is made, unless otherwise mutually agreed to.

Time sheets shall be checked by the Union Steward and the Company each week.

Each route shall have its load sheet settled daily for the salesman's inspection except Legal Holidays.

Section 1. It is mutually agreed the hours of delivery shall be as follows: - No retail routes shall leave the Plant before six (6:00) A.M., except the out-of-town ice cream and wholesale routes and in no case shall any route leave before five (5:00) A.M. There shall be no change in the present delivery system unless agreed to by the Union and the Company.

If during the term of this contract should any milk dealer, processor, or handler deliver or serve dairy products by any other method in this serving area other than stated in this agreement, either party reserves the right to request a meeting, within ten (10) days, by written notice to negotiate ways and means to change the present delivery system to meet the new methods of competition. Failure to reach an agreement of the above paragraph, either party reserves the right to revert to the grievance procedure as stated in Article II, Step 4, of the contract Agreement between the route drivers and the company.

Any changes in the starting time of any route different from this Article shall be taken up with the Company and Union committee.

The loading schedule shall be prepared by the Company and the Supervisors together with the Union and must be adhered to. In case of any major changes in the loading schedule, the same is to be taken up with the Company and the Union committee.

(IBT Local 454 - Borden's of Springfield, Ohio, 5/1/61 - 5/1/62.)

I. WHOLESALE COMMISSION ROUTEMEN

B. MAXIMUM DAILY OR WEEKLY HOURS SPECIFIED. OVERTIME SPECIFIED ONLY FOR WORK ON DAYS OFF.

1. 5 day, 40 hour work week. 40 hour weekly guarantee. 1/2 of one-fifth of weekly earnings of following week paid for work over 5 days. Fixed amount paid driver for waiting time.

124. WHOLESALE Union members shall receive one day-off in each calendar week in addition to Sunday. This day-off in a six-week period shall, when practical, be progressively taken to occur on a different day. If Sunday wholesale delivery is resumed, the item detailing retail days-off will become applicable.

212 - SALES DEPARTMENT - A guaranteed work week shall be composed of five work-days within any calendar week.

213 - The maximum working hours on routes shall be forty hours per work week.

222 - WHOLESALE - Days worked in excess of five within a calendar week shall be compensated for at the rate of time and one-half of one-fifth the weekly earnings the week following the performance of the overtime work.

232 - SALES DEPARTMENT - The company shall compensate at the rate of two dollars and fifty cents (\$2.50) per hour for time lost through vehicular failure from the thirty-first minute after the failure is reported.

233 - WHOLESALE - The Company shall compensate at the rate of two dollars and fifty cents (\$2.50) per hour for time lost through failure to have ordered merchandise ready at scheduled loading time within the chest.

234 - Compensation for waiting time shall be made on the third pay day of the following month.
(IBT Local 380 - Dairy Companies - 4/1/59 - 3/31/61.)

2. 5 day, 45 hour week. 7 - day operation. Work week excludes book work, sales meetings, 1-hour lunch period. Route cut if consistently over 45 hours, overtime over 45 hours. Fixed amount paid for work on day off.

10. The 5-day week shall prevail for all employees, with overtime at time and one half for inside workers working on the sixth and seventh days of any work week, sales craft employees required to work more than five days in any work week shall receive an amount specified for days of rest in their respective crafts. The opportunity to work overtime shall be offered to employees in the order of their seniority within their crafts. There shall be no pyramiding of overtime.

(b) Outside Workers: The present schedule of times at which employees shall: (1) report for work, and (2) return from route, shall be maintained. If there is to be a change in such schedule the change shall be negotiated with the Union. The work week shall consist of forty five (45) hours and shall be computed from the time the driver reports for work as scheduled by the Company until he is all through with his clerical work and has turned his money into the cashier.

The forty-five (45) hour work week shall not include work done on the driver's book either on Company property or elsewhere, shall not include sales meetings which may be held once monthly, and shall not include one (1) hour per day for meals. There shall be no overtime paid for time in excess of forty-five (45) hours per week, but this shall be evidence that a route should be cut when it is consistently over the forty-five (45) hours. The days of rest shall be for a forty-eight (48) hour period and shall consist of forty-eight (48) consecutive hours. The days of rest shall be by seniority. Retail route salesmen, when called upon to work on their days of rest, shall be paid at the rate of Twenty-nine Dollars and Ten Cents (\$29.10) per day; wholesale route salesmen shall be paid at the rate of Thirty Dollars and Twenty Cents (\$30.20) per day, route relief men shall be paid at the rate of Thirty-five Dollars and Seventy-five Cents (\$35.75) per day, vacation relief men shall be paid at the rate of Thirty-five Dollars and Ten Cents (\$35.10) per day, and senior route foremen shall be paid at the rate of Thirty-seven Dollars and Twenty Cents (\$37.20) per day, such rates to be paid for working each such day.

For the purpose of computing a route employee's loss time deduction, the following daily rates shall apply: Retail Route Salesman \$19.50, Wholesale Route Salesman \$20.20, Route Relief Man \$23.90, Senior Foreman \$25.25, Vacation Relief Man \$23.50.

(IBT Local 680 - Borden Company, Meadowbrook Dairies, Inc., Rockwood Dairy, Inc. and Sealtest Foods Division of National Dairy Products Corp. - 11/15/59 - 11/15/63.)

3. 5 day work week, 45 hours for city and 55 hours for country route drivers. Specified amount for work on day off. Specified amount added to base pay if route converted to 5-day delivery schedule. Job protection on conversion to 5 day delivery.

8.1 It shall be the mutual responsibility of the Company and the employees covered by this Agreement to see that city route drivers work no more than forty-five (45) hours actual time in delivery per week and that country route drivers work no more than fifty-five (55) hours actual time in delivery per week, except in cases of breakdown or weather conditions. The sales deliverymen shall at all times after leaving the dairy remain on their designated routes during the hours of delivery unless they receive a specific authorization from the Company to depart therefrom. No man shall be compelled to stay on his route after his route work is completed. The company shall provide facilities to load and unload quickly and properly.

8.2 The work week for route driver salesmen, both wholesale and retail, including combination routes, route foremen and/or relief men, shall be five (5) days per week.

8.3 If an employee works on his day off, he shall be paid for that day in accordance with Article 7A.

7A.1 Wholesale, retail, and combination route salesmen, ice cream mix drivers, route foremen or relief men required to work on their days off shall be paid, in addition to their commissions, Twenty-Four Dollars (\$24.00) per day for working their day off.

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5A.7 If, at any time during the term of this Agreement, a wholesale route is converted to a five (5) day delivery schedule that route shall, commencing with the date of route conversion, receive a fifteen dollar (\$15.00) per month base pay in addition to the applicable guarantee as specified in Article 3-A1 and 3A.2.

9A.1 It is understood and agreed that, in recognition of wage provisions contained in this Agreement and notwithstanding anything else in this Agreement to the contrary, any time during the life of this Agreement the Employer, may, at his discretion, institute a five (5) day delivery week for retail and/or wholesale. It is further agreed that, in the event the five (5) day retail and/or wholesale system is instituted, no present relief man shall be laid off because of the five (5) day delivery system. When the present relief man is offered and accepts another route, he shall have as a guarantee the present earnings, the same as route split is now handled.

9A.2 It is further agreed that, as a retail or wholesale route converts to five (5) day delivery, that routeman shall thereafter receive all recognized holidays in this Agreement as days off. This shall mean the work week for the week in which a holiday falls shall be adjusted so that the routeman runs his route on the normal drop out day without application of the day off premium in Article 7-A.

9A.3 In the event a five (5) day delivery route does operate on a holiday, the routeman shall receive, in addition to his regular earnings, the day off premium as provided in Article 7-A.
(IBT Locals 650 and 828 - Carnation Company, 9/1/61 - 9/1/63.)

I WHOLESALE COMMISSION MOUTEMEN

C MAXIMUM DAILY OR WEEKLY HOURS SPECIFIED. NO OVERTIME PROVISION.

1. 5 day work week. 9-Hour work day. Working time defined. No deliveries after 5 P.M. No reference to overtime.

Five (5) days shall constitute a week's work, and all Wholesale Drivers shall receive two (2) designated days off during each calendar week. Such days off shall be posted. As far as practical, days off shall be rotated.

No deliveries shall be made by any wholesale driver after five (5:00) P.M. of any day unless it is proven the routes have not been completed due to the failure of the truck or some other reason beyond the control of the driver and the employer, and driver shall return to dairy at completion of route.

Nine (9) hours per day shall constitute a day's work, exclusive of meal periods which shall not exceed three quarters (3/4) of an hour daily, except as otherwise provided. Working time for the drivers shall be measured from the time an employee reports for work at the beginning of the working day to the time he completes all clerical work required of him by the employer that day and turns his cash in to the cashier.

Wholesale Drivers shall not be required to unload their trucks.

Delays on the route due to breakdowns or accidents for which the employer is not responsible shall not be included in working time.

(IBT local 310 - Arden Farms Company, Associated Dairy Products Company, Borden Company, Carnation Company and Sunset Dairy, 10/1/59 -10/1/62.)

2. 54 hour weekly limit on wholesale routes. No reference to overtime.

The time of wholesale deliveries shall not exceed fifty-four (54) hours per week and a wholesale driver-salesman shall return to the plant when his route is completed and shall not be required to go out and deliver again that day.

(IBT Local 377 - Dairy Companies, 10/30/60 - 9/30/62.)

3. 5 day 40 hour week. Starting time specified. No reference to overtime. Waiting time paid for.

(a) The working hours required on regular routes shall not exceed forty (40) hours per week. This does not include cases of accident or breakdown. No driver shall leave the dairy before 6:00 A.M.

(b) Five (5) days shall constitute a week's work for route salesmen, spare drivers and foremen.

The Company shall compensate at the rate of Two Dollars and fifty cents (\$2.50) per hour, for time lost through mechanical vehicular failure from the sixty-first (61st) minute after the failure is reported to the Lunenburg office.

(IBT Local 170 - Clover Hill Farms, Inc., 10/8/61 - 10/7/63.)

NOTE: The local union advises that route salesmen do not work over forty (40) hours.

4. 6-day, no Sunday delivery Joint efforts to limit work-week to 54 hours.
No reference to overtime

The wage scale is based upon a system of six (6) days delivery (no-Sunday delivery). The retail and wholesale salesmen, route foremen and Union supervisors shall receive sixteen (16) days off with pay per year in addition to all other conditions provided herein.

(a) It is agreed by the Employer that all salesmen shall be allowed to drive-in, unload their returns, receive credit for same and settle their accounts as soon as their routes are properly delivered and collected.

(b) No driver shall be required to report prior to thirty (30) minutes before leaving the dairy for the purpose of starting the delivery.

(c) It is a condition hereof that both the Employer and the employees of the wholesale milk division shall make a bona fide effort to limit the work week in those lines to fifty-four (54) hours.
(IBT Local 92 - The Select Dairies, Inc., 12/1/59 - 12/1/61.)

5. City routes - 9 hours delivery time; country routes - 10 hours. No routes combined if exceeds hours limits. Starting time specified. 5 day work week; no Sunday delivery.

Section 1. It shall be the mutual responsibility of the Employer and the sales employees covered by this Agreement to see that city routes are handled within no more than nine (9) hours actual time in delivery per day. Country route salesmen shall be allowed one (1) hour more time in delivery per day than city route salesmen.

Section 2. The Route Salesmen shall at all times after leaving the dairy remain on their designated routes during the hours of delivery unless they receive specific authorization from the Employer to depart therefrom.

Section 3. Routes may not be combined if such combination makes it impossible for the route as combined to be operated within the hour limits stipulated in this Agreement. In case loss of sales or other adverse conditions make it necessary to remove a route entirely, the Employer may do so without cost. The routemen have no vested interest in the routes.

Section 5. Effective May 1, 1959, Sales Drivers shall be on a 5-day week with one day off each week, rotated according to seniority. Wholesale routes operating on a 5-day week, at the date of signing this Addenda shall continue under the present method of operation. In weeks where one of the six holidays named elsewhere in this contract occur, Wholesale Drivers shall have that as their day off. If, for any reason, a Wholesale Driver works on the holiday, he shall be assigned one other day off that week.

Section 6. No city truck shall leave the dairy before 6:00 A.M. A city wholesale route shall be defined as a route which makes no stops over 1 mile outside the city limits of Sioux City, Iowa, South Sioux City, Nebraska, or North Sioux City, South Dakota. No country truck shall leave the dairy before 5:00 A.M. No load-out schedule shall be posted before 5:00 A.M. All drivers shall report for work at least ten (10) minutes before their load-out time. There shall be no Sunday deliveries to wholesale or retail accounts except to meet competitive conditions.
(IBT Local 383 - Fairmont Foods Co., 5/1/58 - 5/1/62.)

I. D. OVERTIME AFTER 40 WORKING HOURS FOR COMMISSION AND NON COMMISSION DRIVERS

1. 5 day week, 1½ for work on 6th day, 40 hours, 1½ over 40 working hours.
Routes cut if weekly hours exceeded. Starting and off-street times.

A) No drivers shall be permitted to make a delivery before 6:30 A.M., excepting all legal holidays, at which time driver will be allowed to pull early, if he desires, and has the permission of the Company. All route wagons shall be off the streets by 3:30 P.M., excepting hotel and restaurant trucks, which time shall be defined by the company.

B) It is further agreed that when mentioning hotel and restaurant trucks, delivering milk to hotels and restaurants in the loop of Joliet, the loop will be known as a district between the boundary lines of Desplaines Street on the west, and Marion Street on the South, Collins Streets on the east and Columbia Street on the North. No deliveries will be made outside of those boundary lines, under any conditions, before 6:30 A.M. Under this clause, no deliveries shall be permitted except to restaurants and hotels.

C) It is further agreed that all sales drivers, as soon as their routes are properly completed, shall be allowed to drive in and settle their accounts without any unnecessary delay.

D) It is agreed that no relays of merchandise shall be made on store wholesale routes to trucks or stores at any time. All deliveries shall be made into the dairy case or cooler by the driver without any help or assistance.

Members shall not operate trucks carrying such loads which would endanger their own safety or that of the public. Trucks shall be properly loaded so that the driver can work safely out of same.

A) It is further agreed that all employees coming under the jurisdiction of this Addendum shall receive two (2) days off each week.

Effective December 1, 1958, in case of emergency, the sixth (6th) day may be worked at one and one-half times the regular daily base pay computed on a five (5) day week.

There shall be no deliveries made on Sunday.

C) Effective May 1, 1959, City Route and Routes operating in Cook and/or Du Page Counties shall work under the following clause, in lieu of Section (b) above. In regard to route hours and overtime pay:

Forty (40) hours shall constitute a week's work of five (5) days of all routemen on retail and store routes, plus eating period of five (5) hours per week, and shall include all time required for daily and monthly reports or other book work. Time and one-half for overtime after forty-five (45) hours per week with forty (40) hours computed into base pay to establish hourly rate for overtime pay.

Each man's time to report and time to unload shall be scheduled. Each man's time shall be recorded on time card by time clock when he starts and finishes his day's work in the make-up room, starting time to be governed by schedules.

Schedules of time, allotting proper number of hours, shall be posted in a prominent place in the office or barn. In case a route is too large to be run within the proper time limit, the load shall be adjusted by the management so that it can be. Routes which pull in when properly serviced in less than the hours scheduled shall be subject to review by the company and union for re-scheduling.

In case a route is too large to be run within the proper time schedule, adjustments when warranted shall be made within two (2) weeks, by the company, so that such route can be properly serviced within the forty-five (45) hour week. If adjustments are not made within two weeks after request is made by the Union representative, such shall be considered in violation of this Agreement.

The company shall provide facilities to load and unload, quickly and properly.

The company agrees to maintain adequate card record time clocks for the purpose of recording the working hours of employees.

The foregoing principles shall also be applied to men serving non-commission trade.

In case of breakdown, accident or delay beyond his control, the union agrees that the company shall be allowed reasonable tolerances in enforcement of provisions of this Section.

D) Hours for Wholesale Men. Forty (40) hours shall constitute a week's work for route men, routeriders, special delivery men and extra men serving non-commission wholesale trade. Each man's time to report and time to unload shall be scheduled so that he can finish his day's work in eight and one-half (8½) hours after he commences his day's work. Each man's time shall be recorded on time card by time clock when he reports and finishes his day's work in make-up room, starting time to be governed by schedules. Non commission route men to be allowed to pull in when their routes are properly served. One-half hour shall be allowed for lunch.

E) Wholesale men to receive time and one-half for all hours worked in excess of forty (40) hours in any week. Overtime after 42½ hours. Overtime on basis of 40 into base pay. In case of breakdown, accident or delay beyond his control, the Union agrees that the Company shall be allowed reasonable tolerance in the enforcement of these provisions for overtime compensation.

F) It is further agreed that country routes, specifically identified by the Company to the Union, shall be an exception to the above provision of Sections (c), (d), and (e) and shall continue to operate under the provisions of Section (b) of this Article, after May 1, 1959.

G) Any route driver being paid on the "old Joliet" wage scale, as per Article XXVI, shall not be covered under the provisions of Sections (b), (c), (d) and/or (e) of this Article.

H) The present delivery system of six (6) day operation shall continue in effect throughout the contract and upon any deviation from same the Union can request the return to Sunday delivery.

NOTE: The local union reports that no deliveries are made on a non-commission basis at present.

(IBT Local 179 - Beatrice Foods Co. - 5/1/61 - 4/30/63.)

I. E.

MAXIMUM DAILY OR WEEKLY HOURS SPECIFIED FOR COMMISSION DRIVERS BUT NO OVERTIME
PROVISION OVERTIME SPECIFIED FOR NON-COMMISSION DRIVERS

1. 5-day, 45 hour work week, approximately 9 hours per day for commission drivers. No Sunday, no Wednesday delivery system. Employer may institute 6-day no-Sunday delivery. Union right to investigate hours on route
5-day, 40 hour work week for non-commissioned drivers, 1 1/2 after 8 or 40
9. System of Delivery: (a) This Agreement is made on the understanding that the basis of a No-Sunday, No-Wednesday System of Delivery shall remain in effect throughout its term.

(b) It is further agreed that should the employer place his Wholesale deliveries on a six (6) day, no-Sunday delivery basis reliefmen shall be employed to give Wholesale Salesmen their regular time off on the basis of a five (5) day 45 hour work week.

(c) All Driver Salesmen shall work the principle of a five (5) day 45 hour work week with two (2) days off per week.

10. Driver Salesmen's Hours of Work: Time clocks must be installed in all plants employing persons covered by this Agreement. An accurate and complete record of every Milk Driver Salesman's working time shall be kept and checked and made available to the Union upon request.

All routes shall be laid out and timed, so that each route may be done in a satisfactory manner in approximately nine (9) hours, to the end that no Driver Salesman shall work more than an average forty-five (45) hours per week five (5) day delivery system.

In the event of a dispute regarding any driver's or reliefman's hours of work, no driver salesman or reliefman shall be removed from his route until the Union has investigated the route involved by sending an agent of the Union along with the Driver or reliefman concerned, or, an appointee of the Company.

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The hours set out shall not include one-half (1/2) hour lunch period which shall be above the actual working time.

No Sales Driver shall be asked or required to service or maintain trucks or equipment. This shall not cover the Driver's responsibility in driving his vehicle to the proper place of maintenance and parking.

There shall definitely be no running on the route by the Driver-Salesman and the Company shall not expect or ask any employee to do so.

15. Days and Hours of Work and Overtime: - Inside and Non-commissioned Drivers:
(a) Eight (8) hours shall constitute a day's work and five (5) eight (8) hour days shall constitute a week's work. All work in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of time and one-half.

(b) Where possible, all inside employees and non-commissioned drivers shall receive two (2) consecutive days off each week. Each week shall mean a calendar week, defined as "Sunday through Saturday."
(IBT Local 464 - Victoria Dairies Agreement - 10/1/60 - 9/30/62.)

II. WHOLESALE NON-COMMISSION ROUTEMEN

1. 5-day work week 1½ over 8 or 40 hour guarantee. Driver's time covers truck pickup at and return to garage. Start and Stopping times specified.
Eight hours shall constitute a day's work for all classifications. Five (5) eight (8) hours days shall constitute a week's work. Each employee shall receive two (2) days off per calendar week. Work performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at one and one-half (1½) the regular rate of pay.

2. All regular employees shall be guaranteed five (5) day's work of eight (8) hours each work week. Provided, however, that this section shall not apply to temporary employees or in case work is not available due to any cause beyond the employer's control. Nor shall it apply to the week in which employment is terminated for any reason.

3. Any regular employee who works four (4) hours or less shall receive one-half (½) day's pay, over four (4) hours a full day's pay, except that if he leaves before the end of his shift by his own volition, he may be paid at this regular hourly rate for the time he works. In case of drivers, their time shall start from the time they pick up the truck at the garage, delivery time, checking in time, and to the time they return the truck to the garage inclusive.

3. Starting time for all routes shall be 5:00 A.M. within the city limits and no deliveries are to be made after 4:00 P.M. except on Saturday or any day preceding a holiday. In no case shall deliveries be made after 6:00 P.M. (IBT Local 911 - Bend Dairy, 5/1/61 - 5/1/62)
2. 1½ over 8 or 40. 5 day work week. Guarantee of 8 hours per day and 40 per week except in holiday week. Route Settlement time paid for 1½ for call back without 8 hour rest and for work on day off. No discipline for refusal to work over 2 hours overtime on more than 2 days per week, except during summer months. Starting and off-street times vary by area.
Eight (8) hours shall constitute a day's work and shall be completed within nine (9) hours. Forty (40) hours, five (5) eight (8) hour days, shall constitute a week's work. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the overtime rate.

All regular employees shall be offered forty (40) hours of work each week, provided that this shall not apply to ice cream packaging girls, regular part time students or regular part time employees working not more than two (2) days per week or in case of seasonal layoffs or in emergency conditions agreed upon between the employer and the Union.

Whenever one of the holidays set forth in Article 12 falls within an employee's regular work week, the employee shall be offered thirty-two (32) hours of work exclusive of hours of work offered on the holiday.

Eight (8) hours work per day shall be guaranteed each employee. When an employee requests to work less than eight (8) hours per day, he shall be paid at his regular hourly rate for time actually worked.

The basic measure of a work week for all drivers shall include loading, unloading, delivering, soliciting and collecting. Route Drivers shall also be paid a minimum of fifteen (15) minutes for route settlement. In the event that an employer's established system for route settlement requires more than fifteen (15) minutes the union and the employer shall mutually agree upon a longer time for route settlement.

Either party upon written request to the other party, will have the drivers, both wholesale and retail, check in and out on the time clock for a period not to exceed two (2) weeks for the purpose of establishing the correct average check in time.

All employees shall receive two (2) days off each calendar week.

Days off not received in accordance with the foregoing shall be paid for at the overtime rate.

An employee's hourly overtime rate shall be one and one-half (1½) times his regular hourly rate.

Whenever applicable, the night shift premium shall be added to an employee's regular hourly rate before calculating his hourly overtime rate.

An employee shall not be called back without an eight (8) hour rest period, unless he is paid time and one-half (1½) for all hours worked with less than an eight (8) hour rest period.

It shall not be a violation of this agreement or cause for discharge or disciplinary action for an employee to refuse to work daily overtime in excess of two (2) hours on more than two (2) days per week.

This Section shall not apply to Route Drivers between May 1 and September 30 of each year.

If an employee refuses to work overtime in excess of the amounts set forth above, the Employer shall have the right to assign said employee to other work in the same classification, if it is not practicable to reduce the overtime to the prescribed limits.

Article 10. Starting Time. Within the territorial jurisdiction of Teamsters, Chauffeurs, Warehousemen and Helpers Local 87, the following provisions shall be effective except where mutually agreed to between the union and the employer:

There shall be no deliveries by a wholesale or retail sales driver before 5:00 A.M.

All delivery trucks shall be off the street by 5:00 P.M. provided that delivery trucks exclusively hauling ice cream shall be off the street no later than 8:00 P.M. during the period between May 1 through September 30.

Within the territorial jurisdiction of Creamery Employees and Drivers, Local 517, the following shall be effective except where mutually agreed to between the union and the employer:

No sales delivery trucks shall be on the street before 4:00 A.M. All retail delivery trucks shall be off the street by 4:00 P.M. All wholesale and combination delivery trucks shall be off the street by 5:00 P.M. Delivery trucks exclusively hauling ice cream shall be off the street by 5:00 P.M. except during the period between May 1 through September 30 such trucks shall be off the street by 8:00 P.M.

Within the territorial jurisdiction of Teamsters, Chauffeurs, Warehousemen, and Helpers, Local 386, the following provisions shall be effective except where mutually agreed to between the union and the employer:

Retail drivers shall not leave the plant before 5:00 A.M. Wholesale drivers shall not leave the plant before 6:00 A.M. Retail drivers shall be off the street by 5:00 P.M. Wholesale drivers shall be off the street by 6:00 P.M. Delivery trucks exclusively hauling ice cream shall be off the street by 6:00 P.M. except between the period from May 1 through September 30 such trucks shall be off the street by 8:00 P.M.

Within the territorial jurisdiction of Teamsters, Chauffeurs, Warehousemen, & Helpers, Local 439, the following provisions shall be effective except where mutually agreed to between the union and the employer: Wholesale drivers shall not report for work before 5:00 A.M. Retail drivers working in the Stockton territory shall report for work not earlier than 6:00 A.M. Any retail or wholesale route driver who starts to work before 6:00 A.M. (but not earlier than 4:00 A.M.) shall receive a night premium of fifty (50) cents per day. Drivers delivering in the Lodi territory shall receive the night premium but shall not be limited to the 4:00 A.M. starting time.

Retail drivers shall be off the street by 5:00 P.M. Wholesale drivers shall be off the street by 6:00 P.M. Delivery trucks exclusively hauling ice cream shall be off the street by 6:00 P.M. except during the period between May 1 through September 30 such trucks shall be off the street by 8:00 P.M.

It is hereby agreed that a dividing line shall be established between the Stockton delivery territory and the Lodi delivery territory.

This line shall be established as Hammer Lane and Foppiano Lane as drawn on the map attached to the supplementary agreement dated March 21, 1953, a copy of which is on file in the office of Local 439.

It is hereby agreed that retail milk deliveries will not be made in the Lodi delivery territory south of the above mentioned line prior to 4:00 A.M.

It is hereby agreed that retail milk deliveries will not be made in the Stockton delivery territory south of the above mentioned line prior to 4:00 A.M.

Within the territorial jurisdiction of Chauffeurs, Teamsters, & Helpers Local 150, the following provisions shall be effective except where mutually agreed to between the union and the employer:
Retail drivers shall not leave the plant before 5:00 A.M. Retail drivers shall be off the street by 5:00 P.M. Wholesale drivers shall not leave the plant before 6:00 A.M. Wholesale drivers shall be off the street by 6:00 P.M. Delivery trucks exclusively hauling ice cream shall be off the street by 6:00 P.M. except during the period between May 1 through September 30 such trucks shall be off the street by 8:00 P.M.

By agreement between Local 150 and an employer, starting times other than those set forth in this section may be established, where necessary, to meet competitive conditions: provided, however, that members of Local 150 shall not violate the jurisdiction of any other milk wagon drivers union.

Within the territorial jurisdiction of General Teamsters, Local 137, the following provisions shall be effective except where mutually agreed to between the union and the employer:
Drivers shall not leave the base of operation earlier than 6:00 A.M. All trucks shall be off the street by 6:00 P.M.
This section shall also apply to any jobber or sub-contractor.

No Sunday wholesale or retail routes shall be operated except special delivery which shall be permitted in case of emergency. It shall be permissible to make Sunday wholesale deliveries when a contractual holiday falls on and is observed on either Saturday or Monday.

Within the territorial jurisdiction of Brotherhood of Teamsters, Warehousemen & Auto Truck Drivers, Local 684, the following provisions shall be effective except where mutually agreed to between the union and the employer:
Retail drivers shall not be on the street before 4:00 A.M. Retail drivers shall be off the street by 4:00 P.M. Wholesale drivers shall not be on the street before 6:00 A.M. Wholesale drivers shall be off the street by 6:00 P.M. Delivery trucks exclusively hauling ice cream shall be off the street by 6:00 P.M. except during the period between May 1 through September 30 they shall be off the street by 8:00 P.M.

The starting time provisions set forth herein do not apply to:

1. Deliveries made to trains at depots or planes at airports.
2. Deliveries to places of business which are not open to receive merchandise at any time during which deliveries are permitted within a local union area.
3. Special deliveries. (Special Deliveries are defined as deliveries made in response to called-in orders by customers.)

(IBT Joint Council No. 38 - Fluid Milk and Ice Cream Agreement, 9/1/61 - 9/1/62.)

3. 5 day work week, 8 hours day guaranteed, 1 1/2 over 8 or 40. Work day defined. Starting and off-street times specified

5.1 Eight (8) hours shall constitute a day's work for all classifications. Five 8 hour days shall constitute a week's work. Each employee shall receive two days off per calendar week. Work performed in excess of eight hours per day or forty hours per week shall be compensated for at one and one-half times the regular rate of pay.

5.2 All regular drivers' pay shall commence at the time they pick up the truck at the garage, and shall include all delivering time and checking in time, and pay shall end after the truck has been returned to the garage.

5.3 All regular employees shall be guaranteed five days work of eight hours each in each work week, provided, however, that this section shall not apply to temporary employees or in case work is not available due to any cause beyond the employers control, nor shall it apply to the week in which employment is terminated for any reason.

5.4 A paid holiday not worked shall count toward the fulfillment of the forty hours minimum guaranteed in this agreement. In any week in which a holiday occurs, the employee may work five straight time days.

5.5 An employee who fails to report for work because of illness does not come under the provisions of the guaranteed work week.

All wholesale routes shall not start earlier than 4:30 A.M. No deliveries are to be made after 4:00 P.M., except on Saturdays or any day preceding a holiday. In no case shall deliveries be made after 6:00 P.M.

11.4 Starting time may be changed in certain localities by agreement between the Employer and the local union involved. If such a change is agreed upon, it shall be reduced to writing, and shall become a part of the master agreement.

If the starting time is changed to a time other than that specified in paragraph 11.3 of this agreement, it shall be maintained for the duration of the contract.

(IBT Local 324 - Fluid Milk Operators, 5/1/60 - 4/30/62)

4. 5 day work week guaranteed, 1 1/2 after 8 hours per day, and for work on day off. Work day defined. Starting and off-street time, exceptions listed. Section 3 Working conditions and overtime: a) All employees shall receive two days off each calendar week. Any scheduled days off not so received shall be paid for at the rate of one and one-half (1 1/2) times the regular daily rate of pay. All employees shall be guaranteed five days of work per week. Extra drivers shall be allowed one (1) day to break-in on any route they have not served for a period of three (3) months. If such break-in day is not allowed, time and one-half shall be paid for that day.

b) Days off schedule shall be posted every six weeks. In the event scheduled days off are changed without seven days prior notice, time and one-half shall be paid to the employee for working on the scheduled day off.

c) No driver shall commence work before seven-thirty o'clock A.M. except as provided for in Section 4(b). A day's work for all drivers shall be eight (8) hours within an eight and one-half (8½) hour period, a lunch period of one-half (½) hour to be included within the eight and one-half (8½) hour period, and if required to work overtime shall be paid at the rate of time and one-half. No driver shall be on the street after seven o'clock P.M. No driver shall check out on the time clock until he has completed all of his work, including marking and other bookkeeping duties. All time shall be computed from the clock cards.

b) The minimum scale of wages to be maintained for drivers who commence work before 7:30 A.M. shall be as set forth in Schedule C attached hereto. (Extra pay varying with starting time prior to 7:30 A.M.) Drivers may commence work prior to 7:30 A.M. as follows:

a) deliveries to hospitals or institutions (b) deliveries in the downtown areas, the boundaries of which are marked on the map of the City and County of San Francisco annexed hereto. No driver shall commence work before 5:00 A.M.
(IBT Local 226 - Milk Distributors of San Francisco and San Mateo Counties, 4/1/61 - 4/1/62.)

5. 5 day work week, 8 hour day guaranteed 1½ after 8 for work on day off.

Starting and off-street time specified. Company right to reschedule nonmetropolitan routes on 3 day a week basis

(b) All regular employees shall be guaranteed five (5) days' work of eight (8) hours each in each work week; provided, however, that this section shall not apply to temporary employees or in case work is not available due to any cause beyond the employer's control, nor shall it apply to the week in which employment is terminated for any reason.

(c) The employee's lunch hour, unless otherwise mutually agreed upon by the parties, shall be one-half hour.

(a) All employees shall receive two (2) days off each calendar week. "Calendar week" to be defined as "Sunday through Saturday." Any days off not so received shall be paid for at the rate of time and one-half the regular daily rate of pay. Whenever practical, every effort will be made to give utility men regular days off.

(a) Delivery time shall be between the hours of 5:30 A.M., and 5:30 P.M.

(c) No driver shall perform any work before 5:30 A.M., except by permission of the union. The employer shall so advise the employees.

As to delivery routes operating outside of the metropolitan area, as defined by this agreement, the employers shall have the right to reschedule such routes on a three (3) day a week delivery if they wish; provided however, that as to routes operating in Vancouver, this provision shall not become operative unless the same changes may be made on routes operating under the jurisdiction of the Vancouver local. Any employer who decides to make a change in his days of delivery on a nonmetropolitan route will give the union advance notice so that they may be fully advised of what changes are being made.

The metropolitan area is described as the area generally bounded by 164th Avenue on the east; the Columbia River on the north; to the western city limits of Beaverton and the western city limits of Tigard on the west; Oswego Lake shall be the southern boundary west of the Willamette River. East of the Willamette River the south boundary shall be Lake Road to Sunnyside Road. Sunnyside Road to 92nd Avenue, 92nd Avenue to Foster Road, Foster Road to 136th Avenue, 136th Avenue to Powell Valley Road, Powell Valley Road to 164th Avenue. The attached exhibit is a map more completely describing the boundaries hereinabove.

This article does not apply to delivery routes operating inside the metropolitan area, except where mutually agreed to the contrary.

NOTE: Routes operating inside the metropolitan area are serviced every day except retail, which is every other day.
(IBT Local 305 - Fluid Milk Agreement, 5/1/61 - 5/1/62)

6. 1 1/2 after B hours and on 6th day. 5 day, 40 hour work week. No Sunday Deliveries.

A) Through 31 August 1959, the regular hours of labor shall consist of not more than forty-eight (48) hours per week to be worked in not more than six (6) days at the old contract rates.

B) It is the intent and purpose of this agreement that Employer will switch to a five (5) day, forty (40) hour week as soon as practical. From and after 1 September 1959, employees working six (6) days during a calendar week (holiday weeks excepted) will be paid time and one-half for work performed on the sixth (6th) day.

C) Work performed in excess of eight (8) hours per day will be paid at time and one-half. Compounding of overtime is not contemplated by this paragraph.

D) From and after 1 January 1960, the regular hours of labor shall consist of not more than forty (40) hours per week, to be worked in not more than five (5) days. Employer may require work in excess of the five (5) day week only during exigent business conditions or other emergencies.

E) Employer shall schedule time off. The days off which employees are assigned each week need not be consecutive. It is the intent and purpose of this agreement to provide two (2) full days off each calendar week for employees after 1 January, 1960.

(F) No deliveries shall be made by Employer or employees on Sunday.
(IBT Local 45 - Great Falls Employer's Council, Inc. (Dairy Div.) 5/1/59 - 4/30/62.)

7. 5 day, 42½ hour work week. 1½ over 42½ for work on days off, and for additional deliveries on route. Guarantee of 8 hours per day and 40 per week. Route to be cut if requires 47½ hours work for 3 consecutive weeks. Starting specified. No deduction for time lost due to breakdown or weather.
The Employees here referred to shall work a five day week of forty-two and one half (42½) hours and shall be compensated at the rate of time and one-half (1½) their regular straight-time hourly rate of pay for all hours worked each week in excess of forty-two and one-half (42½) overall. No employee shall be required to work more than five days each week.

The Employees here referred to shall be guaranteed forty hours of work each week their services are used for any period of time. They shall also be guaranteed eight hours of work each day their services are used for any period of time. The employer may, however, give them pay in lieu of time worked.

If an Employee has finished the servicing of his route or a customer on his route and is thereafter willing to make an additional delivery or deliveries thereon, he shall be compensated at the rate of time and one half (1½) his regular straight-time hourly rate of pay for the time required to make additional deliveries, but no additional servicing shall be permitted before the wholesale route is serviced.

If the servicing of any wholesale route requires work of a single driver in excess of forty seven and one half (47½) hours for three consecutive weeks, the Employer shall split or re-arrange the route so that it may be serviced by a single man in forty-seven and one half (47½) hours per week, or less. Helpers shall not be assigned to keep the hours of servicing below forty-seven and one half (47½).

Whenever a wholesale route is taken off, split, re-arranged or consolidated, the driver thereof shall be guaranteed gross straight-time earnings of not less than his average gross straight-time earnings for the previous thirty days for a period of four months. Not to apply after January 1, 1961.

No driver or member of the Union who operates a wholesale store route or a bulk route shall be required to report for work before 5:00 A.M. unless such driver or member (1) delivers exclusively to customers within the following boundaries: On the east of Vandeventer Avenue and north of Chouteau Avenue, on the south of Easton and Cass Avenues, or (2) deliveries to hospitals, the Armed Forces of the United States (not commissaries), Government buildings, eleemosynary institutions, box lunch companies and schools, except universities, in which case such driver or member of the Union may be required to report for work at any time the business may require.

Each Employer shall install a time clock in or near barn or garage and at or near cashier's window.

All drivers shall be required to report for duty at the time designated by the Employer on the employee's time card and shall then punch time clock before taking vehicle from the garage, unless otherwise agreed to by Employer and Union. Drivers shall again punch time clock after settling all their accounts. In loading and unloading no vehicle shall have the right of way over route vehicles unless such vehicles are operated by members of Local No. 603. Employee failing to ring his time card out at the end of the day shall forfeit his weekly overtime unless his card is OK'd by the Employer, during time card week.

The weekly overall time of all employees shall be governed by the time card record. (Not to conflict with paragraph 7).

Drivers shall be promptly checked in on arrival at dairy and may check in as soon as routes are properly serviced. After employee has checked in and settled all his accounts, Employer shall be permitted to detain employee for a period of not more than one (1) hour to make report on accidents in which he is involved, which shall be spent on employee's own time.

Employer shall have the right and option of unloading or preloading any milk delivery vehicle by either the regular driver thereof or by inside dairy workers.

It is provided that time lost by drivers as a result of breakdowns or weather conditions shall not be deducted from driver's wages but shall be paid for by the Employer.

All Employees coming under the jurisdiction of this Agreement shall be entitled to two (2) days off in every seven (7) day period as recreation days and all employees except route foremen shall have their days off specified and not changed during the life of this Agreement unless employee's position is changed. If necessary or compulsory for employees to work on their days off, they shall receive time and one-half for each recreation day worked. (IBT Local 603 - Dairy Companies, 7/1/59 - 7/1/62.)

8. 5 day work week, 15 over 8 or 40 or for work on day off. No overtime paid for first 30 days on route in excess of overtime paid during previous 30 days. No time off in lieu of overtime.

Section 1. Starting Time. Wholesale Driver Salesmen shall not make any deliveries to customers prior to 5:00 A.M. except to governmental institutions, schools or special locations as may be mutually agreed upon.

Section 2. Hours, Overtime and Work Week: A. Unless otherwise agreed, all Driver Salesmen and their relief shall have a five (5) day week with two (2) days off each week which may be staggered. The Company will make every effort to give consecutive days off.

Their day's work shall commence at the time specified by the Company and shall consist of delivery of the Company's products, billing, collections and sales return of empty containers and giving courteous and efficient service and shall end with unloading of the truck and checking in.

Ice Cream Driver Salesmen shall load their trucks.

At branches on the Island of Oahu, their day's work may include the loading, delivery and handling of merchandise and supplies or other work in order to fill in the eight (8) hours' work scheduled.

Drivers covered by this section may be called upon to deliver products of their department in order to fill in the eight (8) hours' work scheduled.

B. Any time computed in excess of eight and one-half (8½) hours per day (inclusive of one-half (½) hour lunch period) shall be paid at the overtime rate of one and one-half (1½) times the hourly rate.

Section 3. Overtime - First 30 days: A Driver Salesman shall not be paid any overtime for the first thirty (30) days after the route is checked out to him in excess of the amount of overtime paid on the same route during the thirty (30) days preceding the date the route was checked out to him, provided there is no change in the route that would increase the delivery time.

Section 45. Overtime Defined: Work performed in excess of eight (8) hours in one (1) day or in excess of forty (40) hours in one (1) week, and work performed on an employee's scheduled days off, shall constitute overtime, with the following exception: Retail Milk Driver Salesmen on commission basis and their relief.

The overtime rate of pay shall be one and one-half (1½) times the regular straight time pay. All overtime shall be computed to the nearest fifteen (15) minutes. No overtime shall be balanced by layoffs.
(IBT Local 996 - Dairymen's Corporation, Ltd. - 10/1/60 - 9/30/62.)

9. 1x after 8. Starting and off-street times specified. 1½ for work on 1st day off. 2x for work on 2nd day off. Specified amount paid for loading own truck.
- A) Eight (8) hours shall constitute a days work, to be worked within a period not to exceed eight and one-half (8½) consecutive hours, which shall include one-half (½) hour for meal period.
- B) All work in excess of eight (8) hours per day, shall be paid for at the rate of time and one-half.
- C) No driver shall commence work before seven (7:00) o'clock A.M., and all regular routes must be at the plant before four-thirty (4:30) P.M., o'clock, except as follows.
- D) Inter-plant drivers may commence work before seven (7:00) o'clock A.M., but shall not serve any trade or make delivery to any retail outlet operated by the Distributor, before seven (7:00) o'clock A.M.
- E) It is understood and agreed that supervisors who may be required to report for work before seven (7:00 A.M.) shall do no work other than supervisory duties before seven (7:00)A.M. Their time will be computed in accordance with Section 19.

A) Employees shall have Sunday off.

B) It is agreed that there shall be no retail or wholesale delivery, plant pick up, or sale of milk on Sundays.

C) The work period shall consist of eighteen (18) days on and three (3) days off.

D) It is understood and agreed, that employees shall work eighteen (18) consecutive days before receiving his three (3) days off

E) Employees three (3) days off, shall be consecutive with a Sunday.

F) All employees days off during each three (3) month period, beginning with March 1, 1961, shall be based as follows:

G) Any employee required to work on their days off the first day off period shall be paid at the overtime rate of time and one -half for such days worked.

H) Any employee required to work on their days off the second or subsequent day off period during the three (3) month period shall be paid at the double time rate for such days worked.

I) Any work available on an employees days off shall be distributed equally within the separate departments of drivers and inside men.

Whenever a regular route driver is required to load his truck, he shall not start before seven (7) A.M.

He shall be paid seventy-five (75¢) per day additional for wholesale route.

He shall be paid fifty cents (50¢) per day additional for retail route (IBT Local 66 - Seattle Dairy Foundation, 3/1/61 - 2/28/62.)

10. 5 day work week. 1½ over 40. Work day defined. No overtime paid for first 30 days on route in excess of overtime paid during previous 30 days. No time off in lieu of overtime. Starting times specified. Guarantee of 8 hours at overtime rate for work on day off.

Sec. 1. Starting Time: Wholesale route salesmen shall not make any deliveries to customers prior to 5:00 A.M. except to governmental institutions or special locations as may be mutually agreed upon, and as follows:

Sub-Sec. (a) L. A. Area: In the central traffic district of Los Angeles as defined by mutual agreement.

Sub-Sec. (b) San Diego Area: Wholesale Drivers shall not commence work before 5:00 A.M. in the San Diego area. Employer shall require no employees to make deliveries of frozen food other than frozen food dairy on Saturday or Sunday.

Sub-Sec. (c) Long Beach Area: Wholesale Route Salesmen shall not make any deliveries to customers prior to 6:00 A.M. in the Long Beach area

Sec. 2. Hours, Overtime and Work Week - Wholesale Routemen, Extra Drivers and Route Foremen.

Sub-Sec. (a) All Wholesale route salesmen, extra drivers and route foremen shall have made available to them five (5) days work per calendar week, unless by agreement with the Union.

Sub-Sec. (b) The working day shall commence when the route salesman registers on the time clock ready for duty at the time designated by the Employer as the starting time, and shall finish when the route salesman again registers on the time clock after completion of all duties required of him by the Employer. Time voluntarily spent by the route salesman verifying his records or looking for discrepancies shall not be included in the clock time unless such discrepancies are determined to be errors on the part of the Employer.

Sub-Sec. (c) Any time computed in accordance with Sub-Sec. (b) above in excess of nine (9) hours per day (exclusive of one-half (½) hour lunch period) shall be paid at the overtime rate of one and one-half (1½) times the hourly rate.

Sub-Sec. (d) Any time computed in accordance with Sub-Sec. (b) above, in excess of forty (40) hours per week (exclusive of 2½ hours for lunch periods) shall be paid at one and one-half times the hourly rate.

Sub-Sec. (e) If a Wholesale Route Salesman, Extra Driver, or Route Foreman is called in to work on either of his designated days off, he shall have at least eight (8) hours work made available to him or he shall be paid a minimum of eight (8) hours' pay at the overtime rate.

The Employer may not offset any undertime on such days against overtime worked during the regularly scheduled work week.

Sec. 3. Overtime - Limitation: A route salesman shall not be paid any overtime for the first thirty (30) days after the route is checked over to him in excess of the amount of overtime paid on the same route during the thirty (30) days preceding the date the route was turned over to him, provided there is no change on the route that would increase the delivery time. This limitation on paid overtime shall be extended for an additional thirty (30) days in the case of new inexperienced routemen.

Sec. 11. Equalization of Overtime: No time off shall be given to equalize overtime.

(IBT Locals 93, 166, 186, 306, 441, 572, 683, 871, 898, 952 & 982 - Master Dairy Agreement, 3/1/61 - 3/4/62.)

11. Work to be completed within 9 consecutive hours, including 1 hour lunch
1½ for overtime. Starting and stopping time specified

Working hours shall be as follows: Wholesale and Retail drivers:
Starting time 7:00 A.M. quitting time 4:00 P.M. with one hour off
for lunch. All work must be completed within nine (9) consecutive
hours.

Overtime shall be paid at the rate of time and one-half (1½), overtime
hours shall be equalized every two weeks, if not, overtime pay at the
rate of time and one-half (1½) will be paid.

Section 19, Napa County Starting Time: In the Napa area the starting
time would be 4:00 A.M. and coupled with this, there would be an off-the-
street time of 6:00 P.M.

Elaborating on the above, it is agreed that, where necessary to meet
competitive conditions, routes could leave an individual location a few
minutes earlier than 4:00 A.M. and, as far as 6:00 P.M. off-the-street
was concerned, it was understood that no deliveries would be made after
6:00 P.M.

(IBT Local 490 - Dairy Companies, 2/15/60 - 2/15/62.)

12. 1½ over 40 hours and on 6th day. 5 day work week. 45 hours guaranteed
Five (5) days work per week shall constitute a work week.

Each wholesale driver shall be guaranteed forty-five (45) hours work per week.

Overtime pay, at the rate of one and one-half times the regular straight
time hourly rate, shall be paid for all hours worked in excess of forty
during any five (5) day work week.

Any work done on the sixth day of any work week shall be paid for at one
and one-half times the regular straight time hourly rate.
(IBT Local 364 - Borden Company - 4/1/61 - 2/28/63.)